
ENGROSSED SUBSTITUTE HOUSE BILL 1056

State of Washington 58th Legislature 2003 Regular Session

By House Committee on Financial Institutions & Insurance (originally sponsored by Representatives Simpson and Campbell)

READ FIRST TIME 02/17/03.

- 1 AN ACT Relating to notifying home buyers of where information
- 2 regarding registered sex offenders may be obtained; amending RCW
- 3 64.06.020; adding a new section to chapter 64.06 RCW; and creating a
- 4 new section.
- 5 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:
- 6 **Sec. 1.** RCW 64.06.020 and 1996 c 301 s 2 are each amended to read 7 as follows:
- 8 (1) In a transaction for the sale of residential real property, the
- 9 seller shall, unless the buyer has expressly waived the right to
- 10 receive the disclosure statement, or unless the transfer is exempt
- 11 under RCW 64.06.010, deliver to the buyer a completed real property
- 12 transfer disclosure statement in the following format and that
- 13 contains, at a minimum, the following information:
- 14 INSTRUCTIONS TO THE SELLER
- 15 Please complete the following form. Do not leave any spaces blank. If
- 16 the question clearly does not apply to the property write "NA". If the

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- 1 answer is "yes" to any * items, please explain on attached sheets.
- 2 Please refer to the line number(s) of the question(s) when you provide
- 3 your explanation(s). For your protection you must date and sign each
- 4 page of this disclosure statement and each attachment. Delivery of the
- 5 disclosure statement must occur not later than five business days,
- 6 unless otherwise agreed, after mutual acceptance of a written contract
- 7 to purchase between a buyer and a seller.
- 8 NOTICE TO THE BUYER
- 9 THE FOLLOWING DISCLOSURES ARE MADE BY THE SELLER(S), CONCERNING THE
- 11 ("THE PROPERTY"), OR AS LEGALLY DESCRIBED ON ATTACHED EXHIBIT A.
- 12 DISCLOSURES CONTAINED IN THIS FORM ARE PROVIDED BY THE SELLER ON THE
- 13 BASIS OF SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME THIS
- 14 DISCLOSURE FORM IS COMPLETED BY THE SELLER. YOU HAVE THREE BUSINESS
- 15 DAYS, UNLESS OTHERWISE AGREED, FROM THE SELLER'S DELIVERY OF THIS
- 16 SELLER'S DISCLOSURE STATEMENT TO RESCIND YOUR AGREEMENT BY DELIVERING
- 17 YOUR SEPARATE SIGNED WRITTEN STATEMENT OF RESCISSION TO THE SELLER,
- 18 UNLESS YOU WAIVE THIS RIGHT AT OR PRIOR TO ENTERING INTO A SALE
- 19 AGREEMENT. THE FOLLOWING ARE DISCLOSURES MADE BY THE SELLER AND ARE
- 20 NOT THE REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.
- 21 THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A
- 22 PART OF ANY WRITTEN AGREEMENT BETWEEN THE BUYER AND THE SELLER.
- 23 FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS
- 24 PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF A
- 25 QUALIFIED SPECIALIST TO INSPECT THE PROPERTY ON YOUR BEHALF, FOR
- 26 EXAMPLE, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, ELECTRICIANS,
- 27 ROOFERS, BUILDING INSPECTORS, OR PEST AND DRY ROT INSPECTORS. THE
- 28 PROSPECTIVE BUYER AND THE OWNER MAY WISH TO OBTAIN PROFESSIONAL ADVICE
- 29 OR INSPECTIONS OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE
- 30 PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE,
- 31 INSPECTION, DEFECTS OR WARRANTIES.
- 32 Seller . . . is/ . . . is not occupying the property.

33

I. SELLER'S DISCLOSURES:

*If "Yes" attach a copy or explain. If necessary use an attached sheet.

1				1. TITLE
2	[] Yes	[] No	[] Don't know	A. Do you have legal authority to sell the property?
4	[]Yes	[] No	[] Don't know	*B. Is title to the property subject
5	[] 103	[]110	[] Don't know	to any of the following?
6				(1) First right of refusal
7				(2) Option
8				(3) Lease or rental agreement
9				(4) Life estate?
10	[]Yes	[] No	[] Don't know	*C. Are there any encroachments,
11	[] 105	[]1.0	[]2011111011	boundary agreements, or boundary
12				disputes?
13	[]Yes	[] No	[] Don't know	*D. Are there any rights of way,
14				easements, or access limitations
15				that may affect the owner's use of
16				the property?
17	[] Yes	[] No	[] Don't know	*E. Are there any written
18				agreements for joint maintenance
19				of an easement or right of way?
20	[] Yes	[] No	[] Don't know	*F. Is there any study, survey
21				project, or notice that would
22				adversely affect the property?
23	[] Yes	[] No	[] Don't know	*G. Are there any pending or
24				existing assessments against the
25				property?
26	[] Yes	[] No	[] Don't know	*H. Are there any zoning
27				violations, nonconforming uses, or
28				any unusual restrictions on the
29				subject property that would affect
30	F 1 37	f 1 N	[1D 61	future construction or remodeling?
31	[] Yes	[] No	[] Don't know	*I. Is there a boundary survey for
32	[] V	[] N -	[] D 1	the property?
33	[] Yes	[] No	[] Don't know	*J. Are there any covenants, conditions, or restrictions which
34 35				affect the property?
36				affect the property:
30				2. WATER
37				A. Household Water
38				(1) The source of the water is
39				[] Public [] Community
40				[] Private [] Shared
41				(2) Water source information:

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1 2	[] Yes	[] No	[] Don't know	*a. Are there any written agreements for shared
3				water source?
4	[]Yes	[] No	[] Don't know	*b. Is there an easement
5				(recorded or unrecorded)
6				for access to and/or
7				maintenance of the water
8				source?
9	[] Yes	[] No	[] Don't know	*c. Are any known
10				problems or repairs
11				needed?
12	[] Yes	[] No	[] Don't know	*d. Does the source
13				provide an adequate year
14				round supply of potable
15				water?
16	[] Yes	[] No	[] Don't know	*(3) Are there any water
17				treatment systems for the
18				property? []Leased []Owned
19				B. Irrigation
20	[] Yes	[] No	[] Don't know	(1) Are there any water rights
21				for the property?
22	[] Yes	[] No	[] Don't know	*(2) If they exist, to your
23				knowledge, have the water
24				rights been used during the last five-year period?
25	[] Vas	[] No	[1 Don't know	
26 27	[] Yes	[] No	[] Don't know	*(3) If so, is the certificate available?
28				C. Outdoor Sprinkler System
29	[]Yes	[] No	[] Don't know	(1) Is there an outdoor
30	[] TCS	[]110	[] Don't know	sprinkler system for the
31				property?
32	[]Yes	[] No	[] Don't know	*(2) Are there any defects in
33				the outdoor sprinkler system?
34				3. SEWER/SEPTIC SYSTEM
35				A. The property is served by: []
36				Public sewer main, [] Septic tank
37				system [] Other disposal system
38				(describe)
39				
40	[]Yes	[] No	[] Don't know	B. If the property is served by a
41				public or community sewer main,
42				is the house connected to the
43				main?

1				C. Is the property currently
2				subject to a sewer capacity charge?
3				D. If the property is connected to
4				a septic system:
5	[] Yes	[] No	[] Don't know	(1) Was a permit issued for its
6				construction, and was it
7				approved by the city or county
8				following its construction?
9				(2) When was it last pumped:
10				, 19
11	[] Yes	[] No	[] Don't know	*(3) Are there any defects in
12				the operation of the septic
13				system?
14			[] Don't know	(4) When was it last
15				inspected?
16				, 19
17				By Whom:
18			[] Don't know	(5) How many bedrooms was
19				the system approved for?
20				bedrooms
21	[] Yes	[] No	[] Don't know	*E. Do all plumbing fixtures,
22				including laundry drain, go to the
23				septic/sewer system? If no,
24				explain:
25	[] Yes	[] No	[] Don't know	*F. Are you aware of any changes
26				or repairs to the septic system?
27	[] Yes	[] No	[] Don't know	G. Is the septic tank system,
28				including the drainfield, located
29				entirely within the boundaries of
30				the property?
31				4. STRUCTURAL
32	[] Yes	[] No	[] Don't know	*A. Has the roof leaked?
33	[] Yes	[] No	[] Don't know	If yes, has it been repaired?
34	[]Yes	[] No	[] Don't know	*B. Have there been any
35				conversions, additions, or
36				remodeling?
37	[] Yes	[] No	[] Don't know	*1. If yes, were all building
38				permits obtained?
39	[] Yes	[] No	[] Don't know	*2. If yes, were all final
40				inspections obtained?
41	[] Yes	[] No	[] Don't know	C. Do you know the age of the
42				house? If yes, year of original
43				construction:
44				

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1 2 3 4 5	[] Yes	[] No	[] Don't	know	slippage, or sl house or othe structures/imp on the proper	provements located ty? If yes, explain:
7 8	[]Yes	[] No	[] Don't	know	*E. Do you k	cnow of any defects wing: (Please check
9					applicable ite	ms)
10		Foundations	3	□ Decks		□ Exterior Walls
11		Chimneys		□ Interio	or Walls	□ Fire Alarm
12		Doors		□ Windo	ows	□ Patio
13	_ (Ceilings		□ Slab F	loors	□ Driveways
14	- 1	Pools		□ Hot T	ub	□ Sauna
15		Sidewalks		□ Outbu	ildings	□ Fireplaces
16		Garage Floo	ors	□ Walkv	vays	
17		Other		□ Wood	Stoves	
18	[]Yes	[] No	[] Don't	know	*F. Was a	pest or dry rot,
19					structural or	"whole house"
20					inspection do	ne? When and by
21					whom was	the inspection
22					completed?	
23	[] Yes	[] No	[] Don't	know	*G. Since ass	suming ownership,
24					has your prop	erty had a problem
25					with wood de	stroying organisms
26					and/or have the	nere been any
27					problems with	h pest control,
28					infestations, o	or vermin?
29					5. SYSTEMS	S AND FIXTURES
30					If the following	ng systems or fixtures
31					are included v	with the transfer, do
32					they have any	existing defects:
33	[] Yes	[] No	[] Don't	know	*A. Elec	trical system,
34					including	wiring, switches,
35					outlets, ar	nd service
36	[] Yes	[] No	[] Don't	know	*B. Plum	nbing system,
37					including	pipes, faucets,
38					fixtures, a	and toilets
39	[] Yes	[] No	[] Don't	know	*C. Hot	water tank
40	[] Yes	[] No	[] Don't	know	*D. Garb	page disposal
41	[] Yes	[] No	[] Don't	know	*E. Appl	iances
42	[] Yes	[] No	[] Don't	know	*F. Sum	p pump

1	[] Yes	[] No	[] Don't know	*G. Heating and cooling
2				systems
3	[] Yes	[] No	[] Don't know	*H. Security system
4				[] Owned [] Leased
5				*I. Other
6				6. COMMON INTEREST
7	[] Yes	[] No	[] Don't know	A. Is there a Home Owners'
8				Association? Name of Association
9				
10	[]Yes	[] No	[] Don't know	B. Are there regular periodic
11				assessments:
12				\$ per [] Month [] Year
13				[] Other
14	[] Yes	[] No	[] Don't know	*C. Are there any pending special
15				assessments?
16	[] Yes	[] No	[] Don't know	*D. Are there any shared
17				"common areas" or any joint
18				maintenance agreements (facilities
19				such as walls, fences, landscaping,
20				pools, tennis courts, walkways, or
21				other areas co-owned in undivided
22				interest with others)?
23				7. GENERAL
24	[] Yes	[] No	[] Don't know	*A. Is there any settling, soil,
25				standing water, or drainage
26				problems on the property?
27	[] Yes	[] No	[] Don't know	*B. Does the property contain fill
28				material?
29	[] Yes	[] No	[] Don't know	*C. Is there any material damage
30				to the property or any of the
31				structure from fire, wind, floods,
32				beach movements, earthquake,
33				expansive soils, or landslides?
34	[] Yes	[] No	[] Don't know	D. Is the property in a designated
35				flood plain?

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1	[]Yes	[] No	[] Don't know	*E. Are there any substances,			
2				materials, or products that may be			
3				an environmental hazard such as,			
4				but not limited to, asbestos,			
5				formaldehyde, radon gas, lead-			
6				based paint, fuel or chemical			
7				storage tanks, and contaminated			
8				soil or water on the subject			
9				property?			
10	[] Yes	[] No	[] Don't know	*F. Are there any tanks or			
11				underground storage tanks (e.g.,			
12				chemical, fuel, etc.) on the			
13				property?			
14	[] Yes	[] No	[] Don't know	*G. Has the property ever been			
15				used as an illegal drug			
16				manufacturing site?			
17				8. FULL DISCLOSURE BY			
18				SELLERS			
19				A. Other conditions or defects:			
20	[] Yes	[] No	[] Don't know	*Are there any other material			
21				defects affecting this property or its			
22				value that a prospective buyer			
23				should know about?			
24				B. Verification:			
25				The foregoing answers and			
26				attached explanations (if any) are			
27				complete and correct to the best of			
28				my/our knowledge and I/we have			
29				received a copy hereof. I/we			
30				authorize all of my/our real estate			
31				licensees, if any, to deliver a copy			
32				of this disclosure statement to			
33				other real estate licensees and all			
34				prospective buyers of the property.			
35	DATE .		SELLER	SELLER			
36		(((H.)) NOTICE T	O THE BUYER			
37	INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY						
38	BE OBT	AINED F	ROM LOCAL LA	W ENFORCEMENT AGENCIES.			
39	THIS NO	OTICE IS	INTENDED ONL	Y TO INFORM YOU OF WHERE			
40	TO OBT	CAIN THIS	SINFORMATION	AND IS NOT AN INDICATION			
41	OF THE	PRESEN	CE OF REGISTE	RED SEX OFFENDERS.			
42	II. BUYER'S ACKNOWLEDGMENT						

1	A. As buyer(s), I/we acknowledge the duty to pay diligent
2	attention to any material defects which are known to
3	me/us or can be known to me/us by utilizing diligent
4	attention and observation.
5 6	B. Each buyer acknowledges and understands that the disclosures set forth in this statement and in any
7	amendments to this statement are made only by the
8	seller.
9	C. Buyer (which term includes all persons signing the
10	"buyer's acceptance" portion of this disclosure
11	statement below) hereby acknowledges receipt of a
12	copy of this disclosure statement (including
13	attachments, if any) bearing seller's signature.
14	DISCLOSURES CONTAINED IN THIS FORM ARE PROVIDED BY THE SELLER ON THE
15	BASIS OF SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME OF
16	DISCLOSURE. YOU, THE BUYER, HAVE THREE BUSINESS DAYS, UNLESS OTHERWISE
17	AGREED, FROM THE SELLER'S DELIVERY OF THIS SELLER'S DISCLOSURE
18	STATEMENT TO RESCIND YOUR AGREEMENT BY DELIVERING YOUR SEPARATE SIGNED
19	WRITTEN STATEMENT OF RESCISSION TO THE SELLER UNLESS YOU WAIVE THIS
20	RIGHT OF RESCISSION.
21	BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS REAL PROPERTY
22	TRANSFER DISCLOSURE STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES
23	MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE
24	LICENSEE OR OTHER PARTY.
25	DATE BUYER BUYER
26	(2) The real property transfer disclosure statement shall be for
27	disclosure only, and shall not be considered part of any written
28	agreement between the buyer and seller of residential real property.
29	The real property transfer disclosure statement shall be only a
30	disclosure made by the seller, and not any real estate licensee
31	involved in the transaction, and shall not be construed as a warranty
32	of any kind by the seller or any real estate licensee involved in the
33	transaction.

NEW SECTION. Sec. 2. A new section is added to chapter 64.06 RCW to read as follows:

The notice regarding sex offenders under RCW 64.06.020 does not create any legal duty on the part of the seller, or on the part of any real estate licensee, to investigate or to provide the buyer with information regarding the actual presence, or lack thereof, of

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- 1 registered sex offenders in the area of any property, including but not
- 2 limited to any property that is the subject of a disclosure or waiver
- 3 of disclosure under this chapter, or that is exempt from disclosure
- 4 under RCW 64.06.010.
- NEW SECTION. Sec. 3. This act applies prospectively only and not retroactively. It applies only to residential real property purchase
- 7 and sale agreements entered into on or after the effective date of this
- 8 act, without regard to when the agreements are closed.

--- END ---